

THE COMMONWEALTH.

DOCKET OF THE COURT OF APPEALS.

SUMMER TERM, 1888.

(First Day—7th June.)

Glascow v Com'th. Fleming.
Com'th v Heddleson, Fleming.
Same v Van Tyl, Carroll.
Same v Seabrook, Carroll.
Same v Turner, Carroll.
Same v Blakemore, Carroll.
Same v Middleton, &c., Harlan.
Same v Calvert, Caldwell.
Calvert v Com'th, Caldwell.
Williams v Same, Caldwell.
Greenwade v Same, Trigg.
Spradlin v Same, Lou. Co. Court.
Keith v Same, Jefferson.
Jan (a slave) v Same, Henry.
Bondurant v Everett, Montgomery.
Rogers v Mitchell's ex'ors, Montgomery.
Shumate et al v Ballard, Madison.
Mulchay v Ballard et al, Madison.
Williams v English, Madison.
Webster et al v Webster et al, Madison.
Green v Kurtz, Madison.
Sanders' ex'ors v Sanders, Franklin.

Second Day—8th June.

Leavy v Flournoy, Franklin.
Brown v Macklin, Franklin.
Bridgman's ad'm'r v Forster, Franklin.
Slaughter v Morgan, Franklin.
Johnson's ex'ors v Chambers' ad'm'r, Frank.
Smith's ex'ors v Blanton, Franklin.
Eve et al v Aertson et al, Franklin.
Taylor v Taylor, Oldham.

Third Day—9th June.

Kelly v Cooper et al, Henry.
Mitchell et al v Pendleton et al, Henry.
Jones et al v Meek et al, Henry.
Leach v Glass & Lindsey, Scott.
Thomason et al v Thomason's ex'ors et al, Scott.
Thompson v Thompson, Scott.
Gano v Ottwell, Scott.
Wilson v Wilson, Scott.

Fourth Day—10th June.

Buford et al v Campbell, Fayette.
Holland v Twiss, Fayette.
Berrymans' ad'm'r v Christian, Fayette.
Hunter's ex'ors v Hunter's heirs, Jessamine.
Campbell, guard'n for Rice v Hoover et al, Jessamine.
Searce et al v Searce et al, Woodford.
Lewis v Davis, ad'm'r for Lee, Woodford.
Perry & Pepper v Graves et al, Woodford.

Fifth Day—11th June.

Pinckard et al v Buford, Woodford.
Peters v Carter et al, Woodford.
Williams v Martin et al, Woodford.
King et al v Fleming et al, Owen.
Foster v Grover, Owen.
Suter et al v Suter, Owen.
Miller, by Hanks v Garrison et al, Anderson.
Miller v Collins, Anderson.

Sixth Day—12th June.

Wash v Marlow, Anderson.
Hagerman & McHenry v Proctor & Hanks, Anderson.
Burge et al v Easley & Collins, Anderson.
Wilson v Sloan et al, Shelby.
Shelby Board of Int. Imp't v Searce, Shelby.
Shelbyville trustees v Shelby and Eminence T. F. Shelby.
Jones & Ratliff v Shelbyville Ins Co, Shelby.
Helm's ex'ors et al v Helm's heirs et al, Shelby.

Seventh Day—14th June.

Sanders, Buscy et al v Bank of Ky. et al, Shelby.
Stone & Warner v Carey and wife et al, Shelby.
Stratton v Kiser et al, Shelby.
Nash v Rucker, Shelby.
Carmar v Price, Shelby.
Hutchison v Metcalf & Longworthy, Pendleton.
Garrard et al v Coleman et al, Pendleton.
Hutchison v Wall, Pendleton.

Eighth Day—15th June.

Williams et al v Kendall, Pendleton.
Rawlings & Whitson v Hand & Ransom, Pendleton.
Jewett and wife v Eckler's ex'ors, Harrison.
Terry v Weaver, Harrison.
Terry v Nann, Bourbon.
Same et al v Haggard et al, Bourbon.
Lamm v Hume et al, Bourbon.
Desha v Graves et al, Bourbon.

Ninth Day—16th June.

White and wife v Deha et al, Bourbon.
Kendley v Burton and wife et al, Boyle.
Quisenberry v Lex. & Big Sandy Railroad, Clarke.
Blackwell & McCann v Foster, Clarke.
Tate et al v Tate's ex'or, Clarke.
McKee & Alcorn v Letcher & Yantis, Madison.
Francis v Francis, Madison.
Diggs v Hill and wife, Madison.

Tenth Day—17th June.

Same v Turner et al, Madison.
Davis v Shroat & Wilson, Madison.
Watts v Watts et al, Madison.
Roberts' heirs v Hise et al, Madison.
Benton v Scholl, Estill.
Ferguson v Fox's ad'm'r, Madison.
Townsend v Smith et al, Estill.
Anderson & Hedger v Dickinson, Garrard.

Eleventh Day—18th June.

Anderson's ad'm'r and heirs v Sartin, Garrard.
Beaumont v Miller et al, Garrard.
Raney v Central Bank, Garrard.
Holeman et al v Spillman et al, Garrard.
Campbell et al v Tr's v Ramsey Garrard.
Steger & Perkins v Same, Garrard.
Mason v Yantis & Owsley, Garrard.
Hudson et al v Burdett, Garrard.

Twelfth Day—19th June.

William et al (of color) v Devine and wife, Garrard.
Graham v Tilford & Barclay, Boyle.
Harlan's ex'or et al v Harlan, Boyle.
Bottom et al v Gregory, Boyle.
Lex. & Dan. R. R. v Barbee, Boyle.
Steinbergen v Smith, Mercer.
Moseby v Moseby et al, Mercer.
Coffey v Wilkinson et al, Casey.

Thirteenth Day—21st June.

King v Montgomery, Lytle et al, Lincoln.
Same v Gentry et al, Lincoln.
Brown v Paxton et al, Lincoln.
Word et al v Pennington, Lincoln.
Givens et al v Givens, Lincoln.
Dawson v Gillis et al, Rockcastle.
Wilson v Willis' ad'm'r et al, Rockcastle.
Newcom v Owens et al, Rockcastle.

Fourteenth Day—22d June.

Colyer et al v Tyre and wife, Rockcastle.
Same v Same, Rockcastle.
Barnes and wife v Hunt et al, Rockcastle.
Hardin v Vance et al, Laurel.
Forbes et al v Wilgus & Bruce, Laurel.
Tatton's heirs v Word, Knox.
Messer et al v Woodson, Knox.
Green v Bingham et al, Knox.

Fifteenth Day—23d June.

Baugh et al v Durham, Laurel.
Moore's ad'm'r v Shepherd et al, Wayne.
Vickery et al v Lanier & Co., Wayne.
Herd v Daniel, Clay.
Gilbert's ad'm'r v Heard, Clay.
Clark v Spiner, Clay.
Barnes et al v Payne et al, Clinton.
Beck v Stockton & Roberts, Clinton.

Sixteenth Day—24th June.

Patterson v Lair Russell.
Smith v Long et al, Russell.
Moore's ad'm'r v Moore's heirs, Pulaski.
Hardy v Fitzpatrick, Pulaski.
Patterson & Cooper v Ford's heirs et al, Pulaski.
Nunnally, Denny, &c. v M. & E. Holloway, Pulaski.
Hughes v Durham et al, Pulaski.
Bates' ex'or v Todd, (of color,) Pulaski.

Seventeenth Day—25th June.

Curd v Eastham, Whitley.
Gatiff v Faris, Whitley.
Eastham v Snyder's heirs, Whitley.
Boyd v Williams et al, Whitley.
Green's ex'ors v Bain and wife et al, Fleming.
Overly's ex'ors v Overly's heirs, Fleming.
Hornbuckle's ad'm'r v Murray, Fleming.
McLane & Cooper v Stricklett, Fleming.

Eighteenth Day—26th June.

Mitchell v Payne & Weaver, Fleming.
Duke v Stockwell, Fleming.
Floyd & Kerker v Griffith et al, Greenup.
Patton et al v Ky. Iron & Coal Co., Greenup.
Ohio River Land & Marble Co. v Lowden, Lewis.
Brookover v Hurst, Mason.
Wilson & Hawkins v Thompson & Ball, Mason.
Willett v Mayville R. R. Co., Mason.

Nineteenth Day—28th June.

Hathaway et al v Willis et al, Bracken.
Gray v McCorkle et al, Christian.
Bethel Trustees v Torian et al, Christian.
Saddler v Thompson, Christian.
Gray v Sherrill, Bradshaw et al, Christian.
Same v Bradshaw, Christian.
Gray v Bradshaw, Christian.
Same v Bradshaw, Christian.

Twentieth Day—29th June.

Hunter's heirs v Leavell & Walker, Christian.
Bradshaw v Clardy, Christian.
Sharpe's heirs v Holland, Christian.
Finch and wife v Beall et al, Logan.
Ludwig (of color) v Combs, Logan.
Fanny (of color) v Wheeler and wife, Warren.
Taylor v Richmond et al, Todd.
Watson v Coleman, Todd.

Twenty-first Day—30th June.

Taylor v Campbell, Todd.
Francis v Greenfield et al, Todd.
Rodes et al v Morris et al, Barren.
Cole v Amos et al, Barren.
Forbes v Bradshaw and wife, Edmundson.
Hall & Co. v Meredith, Edmundson.
Holder v Whitney et al, Allen.
Snoddy et al v Foster et al, Allen.

Twenty-second Day—1st July.

Locke & Key v Same, Allen.
Crump et al v Same, Allen.
Vanwinkle v Same, Allen.
Casc, Davidge et al v Colston, Jefferson.
Hamilton v Miller, Jefferson.
Metcalf v Hare, Jefferson.
Nourse & Doorn v Johnson, Jefferson.
Powers v Luckey et al, Jefferson.

Twenty-third Day—2d July.

Waller's ex'ors v Tull, Jefferson.
Lane v Kaser, Fleming.
Same v Daniel, Jefferson.
Same v Barker, Jefferson.
Brown v Shields, Jefferson c. c.
Same v McCullom, Jefferson c. c.
Same v Campbell, Jefferson c. c.
Same v Sweeney, Jefferson c. c.
Same v Dennis, Jefferson c. c.

Twenty-fourth Day—3d July.

Christinas et al v Russell, Jefferson c. c.
Buck v Rogers' ad'm'r, Jefferson c. c.
McCrithrith v Garrison, Jefferson c. c.
Reed's ad'm'r v Reed's heirs, Lou. Ch'y.
Trotman v Young et al, Lou. Ch'y.
Berrymans' ex'ors et al, Lou. Ch'y.
Erkman v Kendrick, Lou. Ch'y.
Atkinson v Barren & McNamee, Lou. Ch'y.

Twenty-fifth Day—5th July.

Mad. & Ind. R. R. Co. v Levi & Briscoe, Lou. Ch'y.
Muir et al v Buchanan et al, Lou. Ch'y.
Weightman & McClelland v Leach & Co. et al, Lou. Ch'y.
Gay v Robb, (2 cases), Lou. Ch'y.
Austin and wife v Howell, Lou. Ch'y.
Phillips v Thornberry, Lou. Ch'y.

Twenty-sixth Day—6th July.

Williams v Williams, Lou. Ch'y.
Walters & Fox v Gill, Anderson et al, Lou. Ch'y.
Suit v Atmore and wife, Lou. Ch'y.
Franklin Ins. Co. v Bentley et al, Lou. Ch'y.
Harris v Stewart, Lou. Ch'y.
Noll v Bigle, Lou. Ch'y.
Megowan et al v Way, guard'n, Lou. Ch'y.
Thurman et al v Huling, Lou. Ch'y.

Twenty-seventh Day—7th July.

Davis v Noble et al, Lou. Ch'y.
Oberdorfer v Albaker et al, Lou. Ch'y.
Lou. Ch'y v Zaneon, Lou. Ch'y.
Same v Kimball & McCate, Lou. Ch'y.
Same v Boyd, Lou. Ch'y.
Same v Hutchings & Co. Lou. Ch'y.
Same v Branner & Hall, Lou. Ch'y.
Same v Brewer et al, Lou. Ch'y.

Twenty-eighth Day—8th July.

Young v Lancaster, Lou. Ch'y.
Robb v Davis & Jack, Lou. Ch'y.
Swindler v Same, Lou. Ch'y.
Camp v Union Telegraph Co. Lou. Ch'y.
Henderson v Boone, Lou. Ch'y.
Speed & Beatty v Gray & Co. Lou. Ch'y.
Franklin Ins. Co. v Ohio Life & Trust Co. Lou. Ch'y.
Alexander v Bradley et al, Lou. Ch'y.

Twenty-ninth Day—9th July.

Let's ad'm'r v Crigler's ex'or, Bullitt.
Slater v Orine, Bullitt.
Porter and wife v Hunt's ex'or, Bullitt.
Beard v Tichnor, Spencer.
Hosier v Heddon's heirs, Spencer.
Stone v Forman, guard'n for Crume, (2 cases), Spencer.
Foster v Thomas, Nelson.

Thirtieth Day—10th July.

Mason et al v Slater's ex'or, Nelson.
Carter v Farmer's heirs, Nelson.
Finnelly et al v Lewis, Nelson.
Young and wife v Lancaster, Trustees &c., Nelson.
Stoddard v Brown et al Trustees Bardstown, Nelson.
Willett and wife et al v Lenton et al, Nelson.
Wren v Hynes' ad'm'r and heirs, Nelson.
Hildreth et al v Hatcher & Ingram et al, Marion.

Thirty-first Day—12th July.

Graham & Martin v Renfro, &c., Marion.
McAtee v Bowman, Marion.
Flanagan v Mock et al, Marion.
Maxwell, ex'or of Terrell v Maxwell, Marion.
Gill's ex'or v Vansickles, Marion.
Mayes v Johnson's ad'm'r et al, Marion.

Thirty-second Day—13th July.

Jarboe v Spalding's ex'ors et al, Marion.
Dougherty v Dougherty et al, Marion.
Dorsey's ad'm'r v Geoghegan's ex'ors, Washington.
Wathen v Wickliffe, Larue.
Young v Withers, Hardin.
Cofer et al v Duvall, Hardin.

Thirty-third Day—14th July.

Sturgeon v Hill et al, Hardin.
Shean et al v Young et al, Hardin.
Holderman et al v Holderman et al, Hardin.
Foushee v Farleigh, Meade.
Lowry's ad'm'r v Talbott, Meade.
Hamilton v Greer and wife, Meade.

Thirty-fourth Day—15th July.

Burlage v Evans' ex'or, Breckinridge.
Burbage v Abell, Breckinridge.
Barnett et al v Bennett et al, Ohio.
Kincheloe v Kincheloe's ad'm'r, Ohio.

Woodward v Woodward, Ohio.

Fant et al v Taylor's ad'm'r, Ohio.

Thirty-fifth Day—16th July.

Hathaway v Buttrif et al, Davies.
Baker v Spaulding and wife, Hancock.
Barnhill v Same, Davies.
Wilcox & Fearn v Calhoun, Davies.
Allen v Lendrum, McLean.
Morhead & Frazer v Frazer, McLean.

Thirty-sixth Day—17th July.

Mitchell v Mattingly, McLean.
Dearing's ad'm'r v Dearing's heirs, Muhlenburg.
Vincent v Morton's heirs, Muhlenburg.
Hunt's ex'or v Hunt et al, Muhlenburg.
Speed et al v Ashby et al, Hopkins.
Lynn v Bradley's ad'm'r, Hopkins.

Thirty-seventh Day—19th July.

Camborn v Reese et al, Union.
Griswold & Delaney v Taylor's ad'm'r, Union.
Richerson v Geiger's heirs, Union.
Terry v Cabell, Henderson.
Henderson City v Higginson, Henderson.
Hancock et al v Johnson, Henderson.

Thirty-eighth Day—20th July.

Osborn et al v Sugg et al, Henderson.
Boardman v Boardman, Henderson.
Northington v Carey & Riley, McLean.
Craddock's ad'm'r et al v Buckner et al, Green.
Barnett's ad'm'r v Barnett's ad'm'r, Green.
Brummel & Waring v Murray et al, Green.

Thirty-ninth Day—21st July.

McCorkle, Ward et al v Barnett ad'm, Green.
Hoakins v Pearson, Green.
Johnson v Thompson, Bourbon.
Wilson v Speer, Owsley.
Roberts' ad'm'r v Marcum et al, Owsley.
Welder v Potter & Hughes, Owsley.

Fortieth Day—22d July.

McGuire v McGuire, Owsley.
Isaacs et al v Treadway et al, Owsley.
Amberbury et al v Johnson, Letcher.
Joseph & McQuinn v Gilbert & Duff, Perry.
Stone v Justice et al, Pike.
Weddington & Ford v Stone et al, (of color,) Pike.

Forty-first Day—23d July.

Dilla, Jr. v Ratliff, Pike.
Johns et al v Forbis, Lawrence.
Watson v Large et al, Lawrence.
Prather v Wells, Morgan.
Higges et al v Adams, Morgan.
Phipps v Mayo et al, Floyd.

Forty-second Day—24th July.

Stone v Smith, Powell.
McIntire et al v Goodman, Bath.
Barber's ad'm'r v Hopewell et al, Bath.
Lee v Coleman et al, Bath.
Trumbo's heirs v Arnold, Bath.
Guerrant et al v Fletcher, Bath.

Forty-third Day—26th July.

Tribble v Boone et al, Bath.
Botts v Roberts et al, Bath.
Hornback's ex'ors v Brinegar, Bath.
Lykins and wife v Hazelrigg's ad'm'r, Montgomery.
Crowford v Glover, Montgomery.
Hazelrigg v Roberts, Montgomery.

Forty-fourth Day—27th July.

Gilkey guardian v Tipton, Montgomery.
Skillman v Hamilton, Montgomery.
Flett v Flett's ex'or, Boone.
Lees et al v Hoskins & Kennedy, Montgomery.
Jones v Everman and wife, Montgomery.
Tipton v Triplett et al, Montgomery.

Forty-fifth Day—28th July.

Gordon's heirs v Gordon, Montgomery.
Wilkinson v Wilson & Peters, Tr's, Montgomery.
Myers v Marshall's ex'or, Grant.
Rankin et al v Byers, Grant.
Kinman v Kinman's heirs, Grant.
Wayland v Porterfield's ex'or, Grant.

Forty-sixth Day—29th July.

Hansbrough v Dickenson, for Littell, Grant.
Hedges v Redenhour, Grant.
Webster et al v Webster, Grant.
Johnson v Davis's heirs, et al, Boone.
Flett v Flett's ex'or, Boone.
Hume v Hume's ad'm'r, Boone.

Forty-seventh Day—30th July.

Miles v Collins & Gray, Boone.
Terrell's heirs v Weaver, Boone.
Lindsey & Dudley v Craig's ad'm'r, Boone.
Todd v Gibbon & Dowd, Campbell.
Mitchell et al v Berry & Taylor, Campbell.
Sanford v McArthur, et al, Campbell.

Forty-eighth Day—31st July.

Newport City v Air & Wall, Campbell.
Myers et al v Carney, Campbell.
Lee's ad'm'r v Smeed, Collard et al, Campbell.
Same v Laughlin, Campbell.
Michie v Shiels, Campbell.
Kennedy v Covington City, Kenton.

Forty-ninth Day—1st August.

Kearney v Same, Kenton.
Covington City v Shawk, Horton et al, Kenton.
Same v Ludlow, Kenton.
Scales v Ashbrook, Kenton.
Murphy v Golder, Kenton.
Lee v Gray et al, Kenton.

Fiftieth Day—2d August.

Wigglesworth et al v Bradley's ad'm'r et al, Kenton.
Hicks v Powell & Arnold, Kenton.
Phillips v Mer & Fire Insurance Company, Kenton.
Luba and wife v Ky. Mutual Insurance Company, Kenton.
Williamson v Williamson et al, Kenton.
Chambers v Keen et al, Kenton.

Fifty-first Day—3d August.

Dedman's heirs v Elia, Kenton.
Hopson v Hillman, Trigg.
Barnett v Mays, Trigg.
Savilla v Wimberly et al, Trigg.
Herndon v Malone et al Trustees, Trigg.
Carson v Carson's ex'or, Trigg.

Fifty-second Day—5th August.

Jefferson v Halliwell, Caldwell.
Mitcherson v Martin et al, Caldwell.
Palmer et al v Sassen, Caldwell.
Gray v Miller, Caldwell.
Short v Thromorton et al, Caldwell.
Gray & Turner, v Flournoy, Caldwell.

Fifty-third Day—6th August.

Pell's ad'm'r v Marshall's heirs et al, Livingston.
Loffler v Thomas's ad'm'r, Livingston.
Leavell & Yancy v Ford & Dycus, Livingston.
McDowell, et al v Butler, Crittenden.
Kelly & Co. v Smith & Shotwell, Lyon.
Oliver's ad'm'r v Marshall et al, Lyon.

Fifty-fourth Day—7th August.

Doom v Lake's heirs, Lyon.
Quarell's heirs v Ashbrook, Ballard.
Stirman v Elliott, Blake et al, Ballard.
Mercer v Calvert, Ballard.
Copeland's ex'or et al v Gardner's heirs, et al, Graves.
Saxon v Pryor, Graves.

Fifty-fifth Day—9th August.

Guthrie et al v Hay, Graves.
Edwards & Renfro v Wade, Graves.
Bradley v Hutchison, Graves.
Hopkins, Huskell & Co. v Bonnin et al, McCracken.
Williams & Dunham v Snow, McCracken.
Enders v Williams, McCracken.

Fifty-sixth Day—10th August.

Mobile & Ohio R. R. Co. v Caldwell's ad'm'r (for W. M. Samuel), Callaway.
Lee v Bearden, Marshall.
Primmer et al v Caldwell et al, Fulton.
Stokes v Kirkpatrick, Fulton.
Wickliffe v Link, Franklin.
Bogie et al v Smlth, Madison.

Fifty-seventh Day—11th August.

Showers et al v Pendleton County Court, Pendleton.

Conner v Conner et al, McCracken.

Hampton et al v Terrell, Pulaski.

Berrymans v Moore, Livingston.

Fifty-eighth Day—12th August.

DeCoursey v Dicken et al, Campbell.
Stevens v Smith, Campbell.
Keagan v O'Mara et al, Lou. Ch'y.
Fifty-ninth Day—13th August.

Vanaradale v Brawner & Wallace, Franklin.
Boley v Harrell, Davies.

Sixtieth Day—14th August.

Hatcher v Hackworth, Floyd.

The following cases held under advisement at Winter Term will not be called for argument.

Cralle v Waller's ex'ors, Henderson.

Sixty-first Day—16th August.

Pritchett v Wriston, Henderson.
Magee & Co. v Agnen's ad'm'r, Henderson.

Sixty-second Day—17th August.

Finell Com'r v Savings Bank et al, Kenton.
Beatty v Howell et al, Lou. Ch'y.
Buchanan v Pope's ad'm'r, Lou. Ch'y.

Sixty-third Day—18th August.

Owsley & Co. v McAfee, Lou. Ch'y.
Radcliffe v Brile, et al, Lou. Ch'y.
Keagan v Loyd & City Louisville, Lou. Ch'y.

Sixty-fourth Day—19th August.

Murray et al v Caruthers et al, Breckinridge.
Adams v Anderson, Garrard.
Randall v Pearl, Garrard.

Sixty-fifth Day—20th August.

Hughes v Hollister, Greenup.
McAllister v Trimble, Greenup.
Rowland v Withrow, Marion.

Sixty-sixth Day—21st August.

Jenkins v Chandler, Marion.
Sherrill v Heth, Meade.
Payne v Payne, Meade.

Sixty-seventh Day—22d August.

Bardston R. R. Co. v Hays, Hardin.
Clarke v Trail, Simpson.
Raymond v Smith, Harrison.

Sixty-eighth Day—24d August.

Rent v Coleman, Bracken.
Sanford v Finnet, Kenton.
Teris v Young, Shelby.
Porter v Foler, Keaton.

Sixty-ninth Day—25th August.

Reed v Lewis, Franklin.
Lindsey v Reed, Franklin.

Seventieth Day—26th August.

Lee v Shultz, Mason.
Ward v Pope, Carter.

Seventy-first Day—27th August.

Everett v Williams, Montgomery.
Wallace v Maupin, Hickman.

Seventy-second Day—28th August.

Denny v Wickliffe, Washington.
Crowdus v Crowdus, Marion.

Seventy-third Day—30th August.

Crowdus v Crowdus, Marion.
Wickliffe v McCarty, Fayette.

Seventy-fourth Day—31st August.

Com'r's Sinking Fund v N. Bank, Fayette.
Obitt v Obitt, Scott.

Seventy-fifth Day—1st September.

Goodman v Hilber, Bourbon.
Mosely v Mosely, Mercer.

THE COMMONWEALTH. FRANKFORT.

THOMAS M. GREEN, Editor.

FRIDAY, MAY 28, 1858.

AUGUST ELECTION, 1858.

FOR CLERK OF THE COURT OF APPEALS,
Hon. GEORGE R. MCKEE,
OF PULASKI COUNTY.

COUNTY NOMINATIONS.

FOR SHERIFF,
HARRY I. TODD.

FOR COUNTY COURT JUDGE,
JOHN M. HARLAN.

FOR COUNTY COURT CLERK,
ALEXANDER H. RENNICK.

FOR JAILER,
HARRY R. MILLER.

FOR COUNTY ATTORNEY,
JAMES MONROE.

FOR CORONER,
JOHN R. GRAHAM.

FOR ASSESSOR,
WILLIAM F. PARRENT.

FOR COUNTY SURVEYOR,
WILLIAM E. ARNOLD.

ASCENSION CHURCH.—The Rev. Dr. VAN KLEEK, of New York city, will preach in this church to-night, Friday May, 28th.
Divine service to begin at 1/4 before 8.

The Keeper of the Penitentiary and his Traders.

The Democratic papers and fuglemen in this State are making desperate efforts to defend the attempt of their party in the last Legislature to lease the Penitentiary to the *caucus* nominee of their party at \$2,000 per annum instead of leasing it to an American or to several Democratic applicants at \$12,000; but all their efforts will prove unavailing. We told them at the time that their conduct would be exposed to public scrutiny, and that their hypocrisy in pretending to be public economists and the peculiar guardians of the pecuniary interests of the Commonwealth would be held up to the ridicule of a deceived and outraged people. It is useless for them to endeavor to escape from the dilemma in which they so recklessly and foolishly placed themselves. We have placed the red-hot iron upon their brows, and intend to hold it there until the flesh shrivels and the hideous skeleton which it serves to conceal shall have been laid bare and stripped of its fair covering. The galled jade already winces under the application, even now the flesh hisses beneath the burning brand, but mercy would be a crime in the present instance. Mercy is generally a pleasing virtue, but mercy to the Devil would be cruelty to mankind. In order to apologize for the action of the Democrats on this matter, Mr. R. R. Revill has been telling the people of Kentucky that the Senate committee on the Penitentiary consisted of a majority of Americans, who stifled investigation and forced the unfortunate Democracy to go both eyes blind in the matter; the fact is, however, that there was but one American on the Committee, and Mr. Revill knew this at the time he endeavored to deceive the people. Another fruitless attempt on the part of the Democracy to justify the Democratic Legislature was, that George R. McKee had done substantially the same thing in voting to give Col. Hodges the State Prison when Col. Tanner offered to do it for a much smaller sum; these cunning editors forget, however, to state that Col. Hodges had offered to do it for a sum even less than Tanner's bid, and that McKee had voted for him upon a bill of prices made up from that bid. In short, no effort has been left untaken to cover up this scandalous action of the Loco-focos—that party which constantly boasts of its friendship for the people, with schemes to plunder the people forever in its mind. To accomplish this purpose they have resorted to garbling and the foulest misrepresentation, whether intentional or not we leave the public to judge. They have abused McKee with the lowest slang, and are now hurling forth their lightning against the Keeper of the Penitentiary; but it shall be our pleasing duty to conduct this lightning safely to the earth, into which it shall pass without injury to the intended victim, spending its force in useless fury.

As a fair sample of the system of misrepresentation which has been resorted to we quote the following extract from a Democratic paper published in this city.

"The present incumbent, who is regarded by his friends and party as the 'model Keeper,' and who, to do him justice, is a very active and energetic business man, has, up to the present, drawn \$16,833 33 in cash out of the Treasury, not including the amount of the State loan to him of \$10,000, and has paid in, all told, only \$7,740 98, including a portion of the interest he owes on the State loan. The Commonwealth has expended under three years of his term, upwards of twenty thousand dollars on the Prison."

It will require but a few words to refute these statements which are so well calculated to mislead the people, for whose eyes, and to influence whose votes, they are intended. We do not intend to denounce any one; it will satisfy us that the plain truth shall be made known.

In the first place, it is not true that Mr. Ward has drawn \$16,833 33 from the Treasury, as Keeper of the Penitentiary, nor does he owe that much to the State. The Legislature of 1855-6 made an appropriation of \$30,000 and the rent due from the Penitentiary, from the 1st of March 1856 to the first of March 1857, amounting to \$12,000, for the purpose of enlarging the area of the Prison, erecting a new hospital and building or repairing cells. Commissioners were appointed by the Legislature to carry out the purposes of this appropriation, and the money was placed subject to their order. The Legislature instructed these commissioners to advertise for the lowest and best bidders and to let the work out to the person making the lowest and best bid. Out of five or six bids, Mr. Ward's was the lowest and best, and the work was accordingly given to him, in pursuance of the order of the General Assembly. Mr. Ward's bid was so low that he lost several thousand dollars by the job.

The entire work was done for \$21,627 60; only \$16,833 33 of which has been paid, Mr. Ward holding the Governor's warrant on the Treasury for the balance. So that he has drawn \$16,833 33 from the building Committee, from an appropriation made by the State, and has not drawn one cent of it from the Treasury. There has been a law of years' standing that the State should loan to the Keepers of the Penitentiary the sum of \$10,000 in order to enable them to carry on the establishment, the Keeper paying interest on the amount. This sum was loaned to the Keepers who preceded Mr. Ward, and was part of the contract between the State and the Keeper. The Democratic Keeper will go into office on the same terms. So that it will be seen that no special favor was extended to Mr. Ward in this particular, he having punctually paid the interest on the money loaned, at different times, whenever it became due. He holds the Auditor's receipt for the payment of the interest on this sum up to March 1857. The principal does not fall due until the expiration of Mr. Ward's term of office, and the State holds his bond and security for the payment of the sum.

Under Governor Powell's administration the Commissioners of the Sinking Fund ordered certain improvements to be made on or about the Prison, which was accordingly done by Mr. Ward, he expending upwards of \$2,500 00 in money out of his own private purse in the purchase of materials. The account in all amounted to \$4,351 09, and having examined it and having certificates which we have seen that the work was done in a satisfactory and workmanlike manner, and that the account was a just one, the commissioners credited the Keeper with that amount and permitted it to stand on their books as an offset to so much of the rent of that year, ending the 1st of March, 1856. The remainder of the year's rent \$648 91 Mr. Ward paid on the 3d of March, 1857, and holds the Auditor's receipt for the entire year's rent. No settlement was made until 1857, because Mr. Ward's account against the State was greater than the amount owed by him to the State. At the same time he paid into the Treasury the rent due for the year ending March 3d, 1857, amounting to \$6,000.

Mr. Ward has in his possession an order from Governor Morehead upon the Treasury—an order which we have seen—for work done, for nearly \$5,000; he also has other claims upon the Treasury which, with the order referred to, are nearly sufficient to counterbalance the entire rent for the year ending 3d March, 1858. Altogether, Mr. Ward is not now indebted to the State to the amount of \$500. Shortly after the rent was due, Mr. Ward, together with Governor Morehead, went to the Auditor to have certain sums due him from the Treasury, placed to his credit as an offset against a portion of his rent, and to pay the remainder that was due. Mr. Page was at that time pressed for time, and his office was crowded with business which was obliged to be transacted immediately, and under these circumstances he requested Ward to wait for a few days, until he collected all his accounts, and a full settlement could be made. Ward was prepared to pay the money then, he is prepared to do so now at any time when called upon. No one doubts his ability or his inclination to pay. Even his traders do not deny his ability and will to meet all his liabilities, whether to the State or to individuals.

These are the facts of the case, and we leave the public to decide whether the charge of being a defaulter, which has been brought against Ward, is a just one either in point of fact or law. We are willing that the people shall decide whether Governor Morehead, after having gone with Ward to make a settlement, was culpably negligent of the interests of the State in this or any other matter, in leaving Frankfort for two or three weeks, at a time when no business of importance is being transacted, for the purpose of securing his valuable personal estate from utter ruin by the overflow of the Mississippi. We are willing that they also shall decide whether the conduct of the Governor and the Keeper of the Penitentiary in this matter shall serve as any excuse for the action of the Democrats in the Kentucky Senate refusing to raise the price of the lease of the Penitentiary from \$5,000 to \$12,000 per annum, when a man who had proved to be a faithful public servant offered that sum for it, and when they knew that there were reliable men of their own party who were ready and anxious at any time to execute their bond for the payment of the same sum. We have confined ourselves in this article to an unvarnished statement of fact, but will probably allude to the matter under discussion at another time.

Modern Reform Examined, or the Union of North and South on the Subject of Slavery, by JOSEPH C. STILES, D. D.

This work is destined to command a large share of the public attention both at the North and South. Its intrinsic merits and the character of its author, commend it to the calm dispassionate consideration of the people of the United States.

The style and temper in which it is written are perspicuous, cool, and eminently candid. The argument is original, logical, and bold, based on principles which are undeniable facts, as shown in the appendix. We cannot doubt the impression which its perusal will make on the public mind, and hope that it will tend to allay morbid feelings on the slavery question, and strengthen the bonds of brotherly love, and bind us more firmly together as a people, differing in domestic institutions, but agreeing in patriotic sentiments and in devotion to our republican institutions.—The principle of non interference is not only just and rational, but Christian, and the North and South have only to say, each to the other, "laissez nous faire," and all will be well.

Will be for sale by Wm. M. Todd in a few days. Price \$1.

We have been requested by Mr. Peter Jett to announce him a candidate for Assessor for the county of Franklin. March 17-1c.

An INEVITABLE WHIG.—Parson Brownlow lately, in a speech at Montgomery, Alabama, said that "he was a Whig, had always been a Whig, and would rather now vote for the suit of clothes last worn by Henry Clay, stuffed with straw, than for any of the whining, cringing party demagogues of the present day."

A man in Pittsburgh has been fined one dollar and sixty-two and a half cents, for squeezing a young lady's hand. In Savannah it costs nothing. The girls like it.

Subjoined we publish a letter from Mr. Page, together with a statement furnished by him to certain parties, who, we presume, are the authors of the charges against Mr. Ward and Gov. Morehead—charges which would tend to make out one of those gentlemen a defaulter, and to convict the other of culpable negligence of official duties. The intelligent public will, of course, decide for themselves whether or not the statement furnished by Mr. Page is any just ground for the article published against those gentlemen, and which was designed merely for political capital. We do not desire to add any comments; let the facts speak for themselves:

THOS. M. GREEN, Esq.: I have furnished Mr. Major a statement from the minutes of the Sinking Fund Commissioners, which I herewith furnish you. The account for \$4,133 73 was made during the Administration of Gov. Powell and was postponed by the Commissioners (I suppose) to see if they could make it make Mr. Craig liable for it; as there is an entry made on the minutes of the Sinking Fund, on the 3d of September, 1855, appointing N. C. Cook and A. G. Cammack Commissioners "to ascertain the condition of the roof at the Kentucky Penitentiary at the time Zeb. Ward took possession of the same, and that they report to A. P. Cox and Thos. B. Page, (Commissioners to settle accounts, &c.), the condition, and also the cost of putting the same in good order, and that said Cox and Page, embody the same in their report to the Commissioners of the Sinking Fund." Mr. Ward did the work, and the Commissioners appointed by Gov. Powell reported it done in a workmanlike manner, and at reasonable prices.

The second year was paid full. The last year, Gov. Morehead came into this office, with Mr. Ward, in the month of April shortly after the rent was due, and asked me to make some entries of credit, but as I was at the time very much occupied I begged to postpone it until the press of business was over, and he could get all his accounts together, when we could have a full settlement.

THOS. S. PAGE, Auditor.
AUDITOR'S OFFICE, KY.,
Frankfort, May 27, 1858.

COPY FROM MINUTES OF THE SINKING FUND.—Under the law as it now exists, Z. Ward is indebted to the Commonwealth of Kentucky for his lease of the Penitentiary for the year ending on the 3d March, 1856, \$5,000, and it is ordered that he pay up all of said sum except \$4,133 73 with interest on same from — which is the amount of an account claimed by said Ward for repairs, &c., which is left open for adjustment and decision. It is also ordered that he pay the sum of \$6,000, the amount due from him, for the Penitentiary from the 3d of March, 1856, to the 3d of March, 1857.

Ward then paid, viz:
On 6th March, 1857, \$648 91
The account referred to Amount, \$4,133 73
Int. to 1st March, 1856, 167 36
4,351 09

Making the first years lease, \$5,000 00
At the same time, Ward paid \$1,092 07, for interest on his loans from the Commonwealth. At the same time, Ward paid \$6,000 for the lease ending 3d March, 1857, and from the Extension Appropriation for work \$3,333 33.
Ward has drawn the following sums from the Extension Appropriation, viz:
6,000 on 1st August, 1857.
2,000 on 16th September, 1857.
3,500 on 25th November, 1857.
2,000 on 23rd January, 1858.
S. I. M. Major, Esq., I presume this is the statement you desire.

Yours,
THOS. S. PAGE, Auditor.
FRANKFORT, May 22, 1858.

Items by Telegraph.

NEW YORK, May 26.
The Times' Washington correspondent says: Gov. Floyd said to day that he had received no news from Utah which would alter the plans relative to the new regiments or the other operations of the department.

ST. LOUIS, May 25.
A dispatch from Leavenworth of the 24th says the 2d column of troops under command of Col. Moore, which had been encamped on Salt Run, four miles below the Fort, since the 30th, resumed the march yesterday. The 3d column, Col. May, is still encamped in the vicinity of the Fort, will not move before the 27th. Three companies of the 7th infantry reached the Fort on Sunday.

PHILADELPHIA, May 25.
During the return of the German Lafayette Rites from a celebration at Leavenworth, yesterday evening, a police officer was struck by a soldier. The attempt of the police to arrest the offender was resisted by the soldiers. The mob took sides with the police. A warrant was procured and an effort made to serve it upon the offending soldier. This attempt was resisted when a furious fight took place. The crowd threw bricks and the military used their swords and the butts of their rifles, and some shots were fired from the latter, while the police fired their revolvers.

On the part of the police several men were badly bruised by blows from butts. Officer Duncan, of the Fifteenth Ward, was struck on the hip by a blank cartridge and slightly wounded.—An officer of the Fourteenth Ward was cut about the head with a sword.

The military fared worse than the civilians, three of the men in the ranks having been shot and two having received severe cuts with bricks. Frank Wendall a private in the company and a married man, was shot in the right breast. The ball entered the lungs and has not yet been extracted. His condition is considered very dangerous. Charles Brenner, a private, single man, was shot in the left breast and is in a critical condition.

NEW YORK, May 25.
The temporary loan by the State of Ohio of half a million of dollars, maturing in 1860 and 1861, at 6 per cent, has been taken at 1 1/4-10 1/4 per cent. premium.

AN IMPORTANT LEGAL DECISION IN THE UNITED STATES CIRCUIT COURT.—In the case of Suits & Romine vs. Richard Mathers, sheriff, which occupied the attention of the United States Circuit Court, for two days last week, the jury returned a verdict for the defendant for \$2,308. A motion was made by the plaintiffs for a new trial. Judge Leavitt charged the jury in this case, that a writ of replevin could not issue from the Federal Circuit Court against goods legally in the possession of an officer of the State Courts, and that the Court which first obtained jurisdiction of the property held it. Consequently, if the jury should find that the goods replevied were properly in the hands of the Sheriff, a verdict must be entered for the defendant, as that fact would prove a bar to the present action. In accordance with these instructions, the jury gave a verdict for the Sheriff.

This decision is one of great interest to litigants and the legal profession, and if sustained by the full Court, (Judges McLean and Leavitt,) upon the argument for a new trial, this week will settle an important principle in regard to the jurisdiction and distinction of the Federal and State Courts, and will prevent a collision of authority, particularly in the forced collection of debts.—Cin. Gaz.

How would you divide draught? asked one printer of his fellow-compositor. "Why," replied the other, "if compelled to divide it, I would drink one-half, and stand the other away."

SPECIAL NOTICES.

Liberia.
All free persons of color in Kentucky intending to go to Liberia in the Colonization ship, that is to leave Baltimore for Liberia on November 1st, 1858, address Rev. A. M. Cowan, agent of the Kentucky State Colonization Society, Frankfort, Ky.
Papers published in Kentucky please notice.

NEW GOODS! GREAT ATTRACTION

ATT S. & J. R. PAGE'S.
We are now in receipt and will be receiving throughout the season all of the latest styles of Silks, Organdies, Aquille Ribes, Valencia Lace, Setts and Collars; French Embroidered Collars and Setts, Chintz Prints, Figured Jaconets, Brillantes, Marsailles, Brochie Muslins, English and American Prints, Linens of all kinds; Shawls, Lace Mantillas, and all of the latest novelties of the season.

We are now able to offer to the public the most complete assortment of goods that we have ever brought to this market, and for beauty, elegance and variety we can safely say cannot be surpassed in this or any other market. All of which we will offer low for cash or to prompt customers on our usual time.

The ladies can also find Douglas & Sherwood's Adjustable Steel Bustle Hoop, the greatest novelty of the season.

April 2, 1858—tf. T. S. & J. R. PAGE.

We are authorized to announce WILLIAM J. STEELE, Esq., as a candidate for the office of Presiding Judge of the Woodford County Court at the ensuing August election. [Jan. 20—td.]

J. L. Moore & Son.

Are now opening their large, very handsome and well selected STOCK OF SPRING AND SUMMER GOODS, comprising all of the "LATEST STYLES," at lowest rates for cash, or old customers on time. They solicit an early examination. [March 24, 1858—tf.]

Special Notice—To the Public.

We hereby notify our friends and patrons that on and after the 1st of January, 1858, we will consider all accounts due semi-annually, viz: 1st of January and 1st of July; and on all accounts not promptly paid at that time, interest will be charged until paid. Thankful for the liberal patronage of our friends and the public, we solicit a continuation of the same, knowing that under our new arrangements that we can and will make it to their interest to patronize us.

We will continue to keep a good assortment of goods for gentlemen's wear.

GILLISPIE & HEFFNER.
Jan. 11, 1858—tf.

SPRING MILLINERY.

Mrs. MARGARET HERRENSMITH has received by Adams Express a fine assortment of SPRING MILLINERY, which she will sell at the lowest market price. [Mar. 10—tf.]

Cove Mill Flour.

The undersigned will keep a supply of FLOUR, BRAN, SHORTS, AND CRUSHED CORN, for sale at Hanna's Block, No. 3, Main Street; his flour he warrants in every instance.
Dec. 4, 1857—tf. R. C. STEELE.

Wheat Wanted.

At the COVE MILL, by
Dec. 4, 1857—tf. R. C. STEELE.

Special Notice.

350 BUSHELS CLARK COUNTY BLUE Grass Seed in store and for sale by
Dec 4—tf. W. A. GAINES.

CODES OF PRACTICE.

SECOND EDITION.
The proprietor of this paper has in preparation by MADISON C. JOHNSON and JAMES HARLAN, two of the Commissioners who prepared the Codes, the second edition of the Civil and Criminal Codes of Practice for the State of Kentucky. The new edition will contain all the amendments adopted by the Legislature since the first edition was published, and also references to all the decisions of the Court of Appeals, whether published or in manuscript, relating to the construction of said codes.

Blank Negotiable Notes.

Blank NEGOTIABLE NOTES which can be used for any Bank in Kentucky. For sale at this Office.

800 Barrels Salt for Sale.

A first rate article, low for Cash.
Nov. 18, 1857—tf. R. C. STEELE & Co.

Proclamation by the Governor.

COMMONWEALTH OF KENTUCKY,
Executive Department.
WHEREAS it has been made known to me, that HOUSE PORTER did, on the 24th day of December, 1857, become accessory before the fact to the murder of his wife by poison, in the county of Henry, and has since fled from justice;
Now, therefore, I, JOHN Q. A. KING, acting Governor of the Commonwealth of Kentucky, do hereby offer a reward of Five Hundred Dollars for the apprehension of said Porter, and his delivery to the jailer of Henry county, within one year from the date hereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and caused the seal of the Commonwealth to be affixed, done at Frankfort, this 23rd day of May A. D. 1857, and in the sixty-sixth year of the Commonwealth.
By the Governor: JOHN Q. A. KING.
MASON BROWN, Secretary of State.

DESCRIPTION.

Said Porter is about 34 years old; about 5 feet 11 inches in height; weighs 180 to 200 pounds; hair of a yellow color, light or white-colored eyes; rather stooped shoulders; small head well shaped; wears whiskers and mustache; wound on his breast made by a knife; also eyes. It is believed there are marks on his arms made by introducing coloring matter.

Pay your Taxes and Save 10 Per Cent.

OFFICE CITY COUNCIL,
Frankfort, May 19, 1858.
NOTICE is hereby given, that the city tax book, for 1858, is now in the hands of the city Treasurer, to whom payments may be made, with a deduction of ten per cent, if made on or before the 19th day of June next.
By order of the Board,
May 19, 1858—1m. [Yeoman copy.]

Lumber.

FEET OF POPULAR PLANK, 1, 1 1/2, AND 2, 000,000 for sale.
Apply to
May 5, 1858—1m. T. J. GARRARD,
At the Treasurer's Office.

MARRIED.

In Frankfort, Thursday, May 27, at the residence of Mr. T. P. Plerson, by the Rev. Wm. M. Riddell, Mr. Henry C. Hodge to Miss Sarah F. Harris.

PROSPECTUS

THE KENTUCKY FARMER.

Devoted to Agriculture and Stock Raising, and to their Kindred Arts and Sciences.

TO BE PUBLISHED MONTHLY

By A. G. HODGES, Frankfort, Ky.

Deeply impressed that an excellent agricultural paper is indispensably necessary to develop and represent the wealth of Kentucky which is invested in farming and stock-raising, and their kindred mechanic arts, and well assured that when such a paper is properly presented, it will be well sustained by our intelligent, wealthy, and patriotic people, the subscriber has determined to present such a paper, with the above title, in full confidence of public favor and support.

In this paper the science and practice of farming and gardening, and domestic economy, shall be fairly and ably discussed. Here the principles and methods of breeding and raising stock of all kinds shall be set forth, and the pedigrees and descriptions of them faithfully recorded for present use and future reference. Here the inventors and manufacturers of all valuable machinery will find a willing friend, while the confiding farmer will find an unflinching protector from that which is unworthy. But above all—in this paper an unerring effort will be made to secure the farming community in that high position to which personal and professional merit only can entitle them.

For this undertaking, in the mechanical and business departments, the subscriber is confident of full qualifications, resulting from his long experience, his enlarged facilities, and his favorable acquaintance with the Public Printer of the State of Kentucky for the last twenty six years.

In the editorial and original departments no reasonable efforts shall be spared to secure the contributions of the most successful and practical men and ablest writers in the country, and in this line already much valuable aid has been secured. Selections also will be carefully made from the best exchanges.

In appealing first and confidently to Kentuckians, no spirit of selfishness or exclusion is felt or intended.

The paper will be promptly issued, about the middle of each month, and each number will contain sixteen royal quarto pages, printed on paper and with type and ink of the best quality, and which shall be best adapted for illustrations of all sorts. Each number will be carefully folded and stitched, and will be securely enveloped and mailed.

An index will accompany each number, and a complete one will be given with the twelfth number.

TERMS.—For one copy, for one year, ONE DOLLAR; and any person who will remit TEN DOLLARS, shall receive the eleventh copy, for one year, without charge; and for every additional ten copies, one extra copy.

No subscription will be received for a less period than one year. The subscription price will be required in advance, and the Publisher pledges himself that the paper shall be continued for a year, if his life is spared; otherwise, full restitution shall be made to each subscriber who pays for the year.

The terms for advertising will be TEN CENTS per line for each insertion. Displayed advertisements, or with cuts, will be charged at the same rates for the space they occupy.

The first number will be issued about the 15th of July next, and, consequently, all who desire to commence with the beginning will send in their subscriptions forthwith that the Publisher may know something about the number to issue.

Remittances may be made by mail at the risk of the Publisher. Address A. G. HODGES, Frankfort, Ky.

Louisville and Frankfort and Lexington and Frankfort Railroad.

On and after Monday, May 17, 1858, trains will leave Frankfort as follows:
At 9:30 A. M. and 5:25 P. M., for Midway, Georgetown, and Lexington, connecting with stages and Rail roads for all interior towns.
At 7:30 A. M. and 3:30 P. M., for Louisville, and all Southern and Western points.
For further information call at the depot, Frankfort, Ky., SAMUEL GILL, Superintendent.
May 17, 1858—tf.

FRESH GROCERIES.

NEW GOODS, &c., &c.

Sugar, Coffee, &c.

10 hhds Prime New Orleans Sugar, extra.
Prime Havana Sugar,
Double Refined Loaf Sugar,
Common Small Loaf Sugar,
Double Refined Crushed Sugar,
Elm Hull Sugar,
5 hhds Clarified Sugar,
Various qualities Crushed Sugar,
Prime Java Coffee,
Primo Rio Coffee,
Mocha Coffee,
Marricibo Coffee,
Superior Green Tea,
Superior Black Tea,
Superior Chocolate,
New York & St. Louis Golden Syrup,
Sugar House Molasses,
Plantation Molasses,
Mackerel in Barrels to retail,
Mackerel in 1/2 Barrels,
Mackerel in 1/4 Barrels & Kits,
Salmon and Herrings, in store and for sale
by
May 14, 1858. GRAY & TODD.

CIGARS! CIGARS!!

WE HAVE JUST RECEIVED, AND NOW OPENING, the largest and best assortment of

CIGARS

We have ever had, consisting of the following brands:
6,000 "Guage",
10,000 Clinto Del Ornel,
15,000 Jno. Butt,
3,000 Salvadoro Londres,
2,000 La Lorely Regallas,
5,000 La Altala,
4,000 Homogedon,
2,000 Eguente,
2,000 Peplita De Olevia,
2,000 Regina,
2,000 Europa,
3,000 La Parla de las Antillas,
Which we will sell cheap for cash or to prompt customers on our usual time.
May 14 1858. GRAY & TODD.

TOBACCO! TOBACCO!!

WE ARE JUST IN RECEIPT OF A LOT OF FINE "CHERRY" TOBACCO, viz:
5 boxes Star of Richmond;
5 boxes Danmasc Blades;
5 boxes Henry Clay;
5 boxes Old Hickory;
5 boxes Dudley's;
5 boxes Natural Leaf;
15 boxes Various Brands;
4 boxes Smoking Seafarers Tobacco;
5 gross Smoking Tobacco in papers.
Havana, Louisiana, Maryland, and Virginia Smoking Tobacco, for sale by
May 14, 1858. GRAY & TODD.

FINE LIQUORS.

SUPERIOR Old Whisky in bottles and on draught,
5 Fine Brandy in bottles and on draught,
Madeira, Sherry, Port and other Wines, on draught and in bottles,
Scotch and Irish Whisky,
Jamaica Rum,
Old Rye Whisky,
Old Sectar Whisky,
Assorted French Cordials,
Blackberry Cordial,
Anisette Cordial,
Marraschino Cordial,
Sarsaparilla Cordial,
Holland Gin,
Schiedam Schnapps. For sale by
May 14, 1858. GRAY & TODD.

VARIETIES.

Pickles, assorted,
Preserves, assorted,
Sauces, assorted,
Jams, assorted,
Lemon Syrup,
Ginger Preserves,
Olive Oil,
Sardines,
Pickled Oysters,
Lobsters and Crabs,
Caviars, assorted,
Fresh Peaches,
And almost anything that can be called for in the Grocery and Confectionery line: for sale by
May 14, 1858. GRAY & TODD.

Proposals for Boxes.

OFFICE OF THE SECRETARY OF STATE,
Frankfort, May 20, 1858.

SEALED proposals will be received at this office until the 10th day of June, at 3 o'clock P. M., for the making and delivery of 450 boxes for packing the public books for distribution.
They must be made of good seasoned plank, three quarters of an inch thick, each box to be 20 1/2 inches in the clear, half an inch deep, to wit: 100 to be 18 inches deep, 175 to be 16 inches deep, 100 to be 14 inches deep, and 75 to be 12 inches deep, the same to be well and securely nailed with penny nails, and in every respect to be made in compliance with the specimens which are to be seen at the Book-Binding of A. C. Kason, Esq., in Frankfort, where said boxes are to be delivered on or before the 15th of July, 1858.

Proposals must be directed to the undersigned, as Secretary of State, and endorsed, "Proposals for Boxes." Bond with approved security under the penalty of \$500, will be required of the person or persons to whom the contract may be awarded, for the faithful discharge of the contract, which bond must be executed within five days after the 10th day of June.

MASON BROWN, Secretary of State.
May 21, 1858—td.

